

REVISED DRAFT RFP

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING N		PAGE OF PAGES 1 20	
2. CONTRACT NO.		3. SOLICITATION NO. DE-RP52-06NA26990		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY HAD/HSD DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 DOUGLAS D. BERGEVIN 505-845-5204 DBERGEVIN@DOEAL.GOV				CODE 898358		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9.									
10. FOR INFORMATION CALL:		A. NAME See Block 7		B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7		C. E-MAIL ADDRESS See Block 7			
11. TABLE OF CONTENTS									
(√)	SEC.	DESCRIPTION		PAGE(S)	(√)	SEC.	DESCRIPTION		PAGE(S)
<i>PART I - THE SCHEDULE</i>					<i>PART II - CONTRACT CLAUSES</i>				
√	A	SOLICITATION/CONTRACT FORM		1	√	I	CONTRACT CLAUSES		16
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS		2	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>				
√	C	DESCRIPTION/SPECS./WORK STATEMENT		4	√	J	LIST OF ATTACHMENTS		20
√	D	PACKAGING AND MARKING		5	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>				
√	E	INSPECTION AND ACCEPTANCE		6	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		K - 1
√	F	DELIVERIES OR PERFORMANCE		7	√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		L - 1
√	G	CONTRACT ADMINISTRATION DATA		8	√	M	EVALUATION FACTORS FOR AWARD		M - 1
√	H	SPECIAL CONTRACT REQUIREMENTS		10					
OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR				CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS UNUSABLE
ConWrite Version 6.5.0
Created 06 Sep 2006 10:37 AM

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.21(c)

REVISED DRAFT RFP

REVISED DRAFT RFP

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B001 CLAUSE AND PROVISION NUMBERING (AUG 2006)

The clauses and provisions in this document are in ascending numerical order but may not be numbered consecutively.

B003 ITEMS BEING ACQUIRED (FEB 2005) (TAILORED)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Item 1 - Provide design, integration, construction, communication and engineering installation for the Second Line of Defense (SLD) Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual delivery orders.

Item 2 - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

B004 ESTIMATED COST AND FIXED-FEE - INCREMENTALLY FUNDED (FEB 2005) (TAILORED)

(a) The total Contract value, including the value of all delivery orders that are issued to one or more contractors, is not to exceed \$700,000,000.

(b) The total estimated cost contemplated by the Contract clause 52.232-22, "Limitation of Funds", will be identified in each delivery order.

(c) The fixed fee for this Contract, as contemplated by the Contract clause 52.216-09, "Fixed Fee - Construction", will be negotiated on an individual delivery order basis. The fixed fee shall be paid pursuant to the terms of the clause 52.216-09.

B005 CEILING RATE OF FEE (SEP 2006)

For all delivery orders issued under this contract, the rate of fee to be applied to a base of total cost (excluding facilities capital cost of money) shall not exceed TBD %*.

*Percentage to be included in the Offeror's cost proposal (refer to solicitation provision L004, paragraph (i)(9)) and completed by the Contracting Officer prior to award.

B021 ACCOUNTING AND APPROPRIATION DATA (AUG 2006)

Each delivery order shall identify the accounting and appropriation data associated with the funding allocated to each order as well as such data associated with incremental funding pursuant to the contract clause 52.232-22, "Limitation of Funds."

REVISED DRAFT RFP

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B022 CONTRACT MINIMUM/MAXIMUM AMOUNTS (AUG 2006)

In accordance with the contract clause 52.216-22, "Indefinite Quantity", the maximum dollar amount the Government may order under this contract is \$700,000,000; and the guaranteed minimum amount is \$500,000.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005) (TAILORED)

The SOW is included as an attachment in Part III, Section J.

C003 REPORTS (FEB 2005) (TAILORED)

(a) Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

(b) Reports required by each delivery order shall be accomplished within the total amount of the order. If costs exceed the total delivery order amount, those additional costs to complete the reports shall be assumed by the Contractor.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PACKAGING (FEB 2005)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D002 MARKING (FEB 2005) (TAILORED)

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract and delivery order by number under which the item is being delivered,
- (b) Identifies the deliverable Item Number or Reporting Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-03 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)
52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005) (TAILORED)

Inspection and acceptance of all items and/or work effort delivered under this Contract, including reporting requirements, shall be accomplished by one of the following authorized Federal officials, subject to the limits of their delegations of authority: the Contracting Officer's Representative (COR), the SLD Country Manager (herein referred to as Country Manager) designated for each delivery order as applicable, the Contracting Officer, or any other duly-authorized Government representative identified by the Contracting Officer.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F001 PERIOD OF PERFORMANCE (FEB 2005) (TAILORED)

The Contract period of performance shall consist of an ordering period of not to exceed seven years from date of award. The period of performance for delivery orders issued under this Contract will be identified in each order.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

G001 CORRESPONDENCE PROCEDURES (FEB 2005) (TAILORED)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, delivery order number, and topic. All correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence shall be addressed to the appropriate point of contact listed below with an informational copy of the correspondence to the Contract Specialist. The points of contact for technical correspondence are:

Megaports Delivery Order COR: (To be completed by the Contracting Officer prior to award) Name: To be determined (TBD), Address: Department of Energy, NNSA Service Center, P.O. Box 5400, Albuquerque, NM 87185-5400, Phone No: TBD, Fax No: TBD, and E-mail: TBD

Core Delivery Order COR: (To be completed by the Contracting Officer prior to award) Name: TBD, Address: Department of Energy, NA-25, 1000 Independence Avenue SW, Washington DC 20585, Phone No: TBD, Fax No: TBD, and E-mail: TBD

Country Manager: To be identified in each delivery order.

(b) Other Correspondence.

Other correspondence shall be addressed to the Contract Specialist with informational copies of the correspondence to the respective COR and Country Manager.

The Contract Specialist is the Contractor's focal point of contact for this Contract. The Contract Specialist's name, address, phone number, fax number, and email address are as follows:

Contract Specialist: (To be completed by the Contracting Officer prior to award) Name: TBD, Address: Department of Energy, NNSA Service Center, Office of Business Services/HAD/HSD, P.O. Box 5400, Albuquerque, NM 87185-5400, Phone No: TBD, Fax No: TBD, and E-mail: TBD.

(c) Intellectual Property Correspondence.

Correspondence pertaining to patent, technical data or intellectual property shall be addressed to the NNSA Patent Counsel with informational copies to the Megaports and Core CORs and the Contract Specialist. The Patent Counsel's name, address, phone number, fax number and e-mail address are as follows:

NNSA Patent Counsel: Dickson Kehl, Address: Department of Energy, NNSA Service Center, Office of Chief Counsel, P.O. Box 5400, Albuquerque, NM 87185-5400, Phone No: (505) 845-5172, Fax No: (505) 845-6913, and E-mail: dkehl@doeal.gov.

(d) The Contracting Officer for this contract is:

Contracting Officer: (To be completed by the Contracting Officer prior to award) Name: TBD, Address: Department of Energy, NNSA Service Center, Office of Business Services/ HAD/HSD, P.O. Box 5400, Albuquerque, NM 87185-5400, Phone No: TBD, Fax No: TBD, and E-mail: TBD.

G003 BILLING INSTRUCTIONS (COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005) (TAILORED)

(a) The following instructions are provided for submission of vouchers requesting reimbursement for work performed on cost-reimbursement delivery orders. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFCS) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each voucher submitted shall include the following:

- (1) contract number;
- (2) delivery order number;
- (3) contractor name;
- (4) date of voucher;
- (5) invoice number;
- (6) total amount of voucher;
- (7) period covered or items delivered;
- (8) other data as deemed necessary by the Contracting Officer; and
- (9) cumulative amount invoiced to date.

G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005) (TAILORED)

(a) The Contracting Officer's official delegation of authority shall be in writing and provided to the Contractor. This delegation will describe the COR authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the scope of work, cost, and terms and conditions (hereafter referred to as terms) of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. If the Contractor believes that an effort outside the existing scope of the Contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor until the Contracting Officer has resolved the issue.

(b) A COR will be designated for each delivery order. Contact information for the CORs is identified in Clause G001.

(c) Country Managers may also receive a COR delegation in order to perform limited COR functions, which will be defined in their respective COR delegations of authority. A Country Manager will be designated for each delivery order, as applicable.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H001 TECHNICAL DIRECTION (AUG 2006)

(a) Performance of the work under this Contract shall be subject to the technical direction of the COR. Country Managers may also provide technical direction consistent with their individual delegations of authority.

The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the Contractor that redirects Contract effort, shift work emphasis between work areas, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual SOW and individual delivery order.

(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the Contract, approving technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR and Country Manager delegations of authority from the Contracting Officer that will specify the extent of the COR, and Country Manager's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work, cost, and terms and conditions stated in the Contract and delivery order. The COR and Country Manager do not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside of the contract or delivery order statements of work;

(2) Constitutes a change as defined in the "Changes -- Cost Reimbursement" clause of this Contract;

(3) In any manner causes an increase or decrease in the total estimated delivery order cost, fee, or the time required for delivery order performance;

(4) Changes any of the expressed terms, conditions or specifications of the Contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the Contract.

(d) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR or Country Manager in the manner prescribed by this clause and within its authority under the provisions of this clause. If the Contractor believes that any instruction or direction by the COR or Country Manager falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor shall not proceed and must so notify the Contracting Officer in writing within three (3) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the Contract or delivery order accordingly. Upon receiving such notification from the Contractor, the Contracting Officer must:

(1) Advise the Contractor in writing within fifteen (15) working days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes -- Cost-Reimbursement" clause of the Contract; or

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the technical direction of the COR or Country Manager.

(e) Technical direction shall be provided to the Contractor in writing.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the Contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the "Disputes" clause.

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005) (TAILORED)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website as completed by the Contractor are hereby incorporated by reference.

H012 CONFIDENTIALITY OF INFORMATION (FEB 2005) (TAILORED)

(a) To the extent that the work under this Contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities that is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:

(1) Information or data that is in the public domain at the time of receipt by the Contractor;

(2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data that the Contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to treat it in confidence.

(b) The Contractor agrees to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this Contract and to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization

directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause, including this paragraph (d) shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

H014 ORDERING PROCEDURE (FEB 2005) (TAILORED)

(a) General. In accordance with the Contract clause 52.216-18, "Ordering", the Contractor shall commence performance upon the receipt of a delivery order signed by the Contracting Officer. For each delivery order issued by the Contracting Officer the Contractor will be required to submit a cost proposal for evaluation and negotiation. The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and issued order. Orders may be issued under this Contract by facsimile or electronic commerce methods.

(b) Types of Delivery Orders. It is anticipated that completion type orders will be issued under this contract; however, term type orders may also be issued. Each delivery order will set forth the type of order deemed appropriate by the Contracting Officer.

(c) Unpriced Delivery Orders. When the Contracting Officer determines that insufficient time or information exists for the parties to reach agreement on an estimated cost and fixed fee, the Contracting Officer may unilaterally issue unpriced orders. The Contracting Officer will include a not-to-exceed amount (monetary limitation) and performance or delivery schedule in the unpriced order. The Contractor shall commence work upon receipt of an unpriced order issued hereunder. If at any time the Contractor has reason to believe that the not-to-exceed amount established by the Contracting Officer is insufficient to complete performance of the unpriced order, the Contractor shall so notify the Contracting Officer in writing and propose an appropriate increase. Within ten (10) business days of such notice, the Contracting Officer will either (i) increase the not-to-exceed amount for the unpriced order by the issuance of a modification to the order, or (ii) instruct the Contractor how and to what extent the work shall continue; provided, however, that in no event shall the Contractor proceed with work beyond the not-to-exceed amount in the delivery order. A schedule for definitizing the order will be set forth in the unpriced delivery order. Failure to reach agreement on an estimated cost and fixed fee shall be considered a dispute subject to the "Disputes" clause of this contract.

(d) Content. Each delivery order will include the following:

- (1) Effective date of order;
- (2) Contract and delivery order number;
- (3) Type of order (i.e., completion or term);
- (4) Estimated cost and fixed fee (priced orders);
- (5) Not-to-exceed amount (unpriced orders);
- (6) Scope, including reference to applicable specifications, relevant SLD Program documents, or other documents;
- (7) Delivery or performance date;
- (8) Place of delivery or performance;
- (9) Accounting and appropriation data; and
- (10) Other information as appropriate (e.g., Government Furnished Property, special site requirements, etc.).

(e) Closeout. Delivery orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable order.

H014.1 FAIR OPPORTUNITY DELIVERY ORDER PLACEMENT (AUG 2006)

THIS CLAUSE WILL BE INCLUDED IN ALL AWARDS IN THE EVENT THE GOVERNMENT CHOOSES TO MAKE MULTIPLE AWARDS.

In accordance with the guidance provided in FAR 16.505(b)(1), Contractors will be provided a fair opportunity to be considered for each delivery order placed under this Contract that exceeds \$2,500, using the following placement procedures.

(a) The Contracting Officer will place initial cost-reimbursement delivery orders following award of the Contract based on a consideration of the technical and cost information provided in each Contractor's proposal.

(b) Subsequent orders will be placed based on the following multiphase approach:

1. Initial selection of the Contractor to receive the order will be based on the Contracting Officer's assessment of:

i. the Contractor's past performance on earlier orders, including quality, timeliness and cost control;

ii. the potential impact in terms of capacity of other orders placed with the Contractor; and

iii. a Government rough estimate of all Contractor's' costs for the order based on Government records of the Contractor's cost experience to date on similar orders.

2. Following initial selection, the Contracting Officer will hold one-on-one sessions with the selected Contractor to increase the understanding of the order's requirements, discuss suggestions for refining the requirements, discuss risk reduction measures, and negotiate a reasonable estimated cost and fixed fee. If the Contracting Officer is unsuccessful in negotiating an order at a reasonable estimated cost and fixed fee with the initially selected Contractor, the Contracting Officer may select another Contractor for award of the order and hold a one-on-one negotiating session. If the Contracting Officer is still unsuccessful in negotiating an order at a reasonable estimated cost and fixed fee, this process may continue with the other multiple-award contractor(s) until an order at a reasonable estimated cost and fixed fee can be successfully negotiated.

(c) The Contracting Officer may choose to seek information necessary to make an initial selection of a Contractor as described in paragraph (a)(2)(i) above through the use of oral presentations or other streamlined procedures, and may also choose to seek rough estimates for cost from multiple contractors prior to making an initial selection.

(d) In providing a fair opportunity to be considered, the Contracting Officer is not required to:

1. contact all Contractors prior to the placement of each order;
2. use the formal competition requirements in FAR Part 6 or the policies in FAR Subpart 15.3; or
3. formally evaluate plans or score quotes or offers.

(e) Exceptions to the fair opportunity process and award may be made by the Contracting Officer under one of the following circumstances:

1. The delivery order is so urgent that following the procedures described herein would result in unacceptable delays;

REVISED DRAFT RFP

2. Only one Contract awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

3. The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract and all Contract awardees were given a fair opportunity to be considered for the original order; and

4. It is necessary to place an order to satisfy a minimum guarantee under the Contract.

(f) A Delivery Order Ombudsman has been established to review and make determinations regarding any contract holders' complaints pertaining to the application of the fair opportunity selection process defined herein. The Ombudsman for this Contract is:

Stephen Law
Office of Acquisition and Supply Management
National Nuclear Security Administration
Phone: (202) 586-4321
Email Address: Stephen.Law@hq.doe.gov

H015 RELEASE OF INFORMATION (FEB 2005) (TAILORED)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to the NNSA Office of International Material Protection and Cooperation, Second Line of Defense, 1000 Independence Ave. SW, Washington D.C. 20585. All proposed releases should conform to the requirements of NNSA pertaining to the public release of information.

H016 KEY PERSONNEL (FEB 2005) (TAILORED)

(a) Pursuant to DEAR clause 952.215-70, Key Personnel, the Contractor's key personnel are as follows:

NAME	TITLE
TBD*	Core Program Manager
TBD*	Megaports Program Manager
TBD*	Communications Manager
TBD*	Contracts Manager

*To be proposed by the Offeror and to be completed by the Contracting Officer prior to award.

H017 GOVERNMENT-TO-GOVERNMENT AGREEMENTS AND SENSITIVE INFORMATION (AUG 2006)

The Contractor shall abide by the terms of government-to-government agreements, including ensuring non-disclosure of Host Country sensitive information.

H018 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS) (FEB 2005) (TAILORED)

(a) In accordance with FAR clause 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts," as modified by DEAR 952-245-5)," Government property (as defined in FAR 52.245-5) will be specified in applicable delivery orders.

(b) The responsibility for the safe storage, transportation and security of all Government property will remain with the Contractor until the entire system is accepted by the U.S. Government

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (FEB 2005) (TAILORED)

The contractor is required to comply with the following in accordance with DOE O 221.1, Reporting Fraud, Waste, and Abuse To The Office of Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees;

(b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies;

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters;

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems;

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities;

(f) The DOE IG hotline telephone number is 202-586-4073.

H033 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006) (FEB 2005)

None of the funds obligated on this contract may be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H037 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (FEB 2005) (TAILORED)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) <i>The Contracting Officer will insert this clause in the resulting contract(s) as appropriate.</i>
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002)
52.216-09	FIXED FEE -- CONSTRUCTION (MAR 1997)
52.216-18	ORDERING (OCT 1995) Para (a), Issued from date is 'award date of contract' Para (a), Issued through date is '7 years after initial award of contract'
52.216-19	ORDER LIMITATIONS (OCT 1995) Para (a). Insert Dollar amount or quantity. '\$1,000' Para (b)(1). Insert dollar amount or quantity 'not applicable' Para (b)(2). Insert dollar amount or quantity. 'not applicable' Para (b)(3). Insert number of days. 'not applicable' Para (d). Insert number of days. 'not applicable'
52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), Date is 'five (5) years after the expiration date of this contract'
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is 'zero'
52.222-03	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

REVISED DRAFT RFP

52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-50	COMBATING TRAFFICKING IN PERSONS (APR 2006)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-14	RIGHTS IN DATA -- GENERAL (JUN 1987)
52.227-14	RIGHTS IN DATA -- GENERAL (JUN 1987) - ALTERNATE II (JUN 1987)
52.227-14	RIGHTS IN DATA -- GENERAL (JUN 1987) - ALTERNATE III (JUN 1987)
52.227-14	RIGHTS IN DATA -- GENERAL (JUN 1987) - ALTERNATE V (JUN 1987)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-17	RIGHTS IN DATA -- SPECIAL WORKS (JUN 1987)
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
	Pages of technical proposal 'Contractor to fill in'
	Date of Proposal 'Contractor to fill in'
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
52.229-08	TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
	Para (a), Name of foreign government is 'to be specified in each delivery order'
	Para (a), Name of country is 'to be specified in each delivery order'
52.232-20	LIMITATION OF COST (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)
52.239-01	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
52.243-06	CHANGE ORDER ACCOUNTING (APR 1984)
52.243-07	NOTIFICATION OF CHANGES (APR 1984)
	Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'
	Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-02	SUBCONTRACTS (AUG 1998)
	Para (e), approval required on subcontracts to: 'to be specified in delivery orders'
	Para (k), Insert subcontracts evaluated during negotiations. 'to be completed by Contracting Officer prior to award'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)

REVISED DRAFT RFP

52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.247-01	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) Para (c). Insert address. 'Contract Specialist specified in Section G'
52.248-01	VALUE ENGINEERING (FEB 2000) Para (m). Contract number. 'to be added by the Contracting Officer prior to award'
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE I (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

952.202-01	DEFINITIONS (JAN 2005)
952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.208-70	PRINTING (APR 1984)
952.215-70	KEY PERSONNEL (DEC 2000)
952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.227-09	REFUND OF ROYALTIES (FEB 1995)
952.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995)
952.227-13	PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT (SEP 1997)
952.227-14	RIGHTS IN DATA-GENERAL. (DOE COVERAGE-ALTERNATES VI AND VII) (FEB 1998)
952.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (AUG 2005)
952.247-70	FOREIGN TRAVEL (DEC 2000)
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

REVISED DRAFT RFP

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	11		STATEMENT OF WORK
ATTACHMENT 2	4		REPORTING REQUIREMENTS CHECKLIST

REVISED DRAFT RFP

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$31M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
------------	-------	------	--------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

REVISED DRAFT RFP

52.227-06 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

B. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 SIGNATURE/CERTIFICATION (FEB 2005)

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the offeror certifies that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Date of Execution

Name of Organization

Street

City, State, Zip Code

REVISED DRAFT RFP

Solicitation Number

K004 952.209-08 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY AND ASSISTANCE SERVICES (JUN 1997) (DEVIATION) (MAY 2005)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) The Offeror shall provide the statement described in paragraph (c) of this provision as an Exhibit to this Section K.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work. For any actual or significant potential organizational conflict of interest, the Offeror shall also submit a plan of actions/activities to avoid, neutralize, or mitigate such conflict.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

K005 QUALIFICATION CERTIFICATION (AUG 2006)

(a) The Offeror shall certify that the prime contractor has international construction experience within the last five years in at least four countries (excluding the United States and Canada) with each in-country contract valued at a minimum of two (2) million dollars. The Offeror shall submit a separate one-page response titled, "Statement of Qualifications," identifying each contract, the country in which the work was performed, the period of performance, the value of the contract, and a brief description of the work performed.

(b) The Offeror shall provide the statement described in paragraph (a) of this provision as an Exhibit to this Section K.

REVISED DRAFT RFP

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.215-01	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003) <i>The Contracting Officer will insert this clause in the resulting contract(s) as appropriate.</i>
52.216-27	SINGLE OR MULTIPLE AWARDS (OCT 1995)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (APR 2006)
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)
52.237-08	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)

B. OTHER SOLICITATION PROVISIONS

952.227-84	NOTICE OF RIGHT TO REQUEST PATENT WAIVER (FEB 1998)
952.233-04	NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.216-01 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee, indefinite-delivery/indefinite-quantity (IDIQ) contract resulting from this solicitation.

52.233-02 SERVICE OF PROTEST (AUG 1996) (DEVIATION) AS MODIFIED BY 48 CFR 933.106 (A) (AUG 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Steve Sandager, Contracting Officer, Department of Energy, NNSA Service Center, P.O. Box 5400, Albuquerque, NM 87185-5400.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

REVISED DRAFT RFP

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997) (AUG 2006)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

Refer to L004 for requirements.

L001 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (FEB 2005) (TAILORED)

GENERAL INSTRUCTIONS

(1) Supplemental Solicitation Definitions.

"Electronic signature" or "signature" means a method of signing an electronic message that-

(i) Identifies and authenticates a particular person as the source of the electronic message; and

(ii) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware and software platform, including the associated databases, by which the National Nuclear Security Administration conducts electronic business.

"Offeror" includes the prime contractor, subcontractors and in the case of a "contractor team arrangement" (as defined in Federal Acquisition Regulation 9.601), each team member.

"Oral Presentation" means the information presented orally in response to this solicitation which demonstrates the offeror's capability to perform the stated requirements.

"Proposal" means the electronic proposal submitted via IIPS.

REVISED DRAFT RFP

(2) Intention to Propose. To enable us to anticipate the number of submissions to be evaluated, please complete the information in Section L, Attachment 1 entitled "Intention to Propose Notification" and e-mail the completed form to the Contract Specialist, Douglas Bergevin, at dbergevin@doeal.gov by the earliest practical date.

(3) Proposal Due Date. Submission of proposals by means other than IIPS is not authorized. Proposal must be received through the IIPS web site no later than [TIME TO BE DETERMINED PRIOR TO FINAL RFP RELEASE] (INSERT LOCAL TIME) p.m. local time on [DATE TO BE DETERMINED PRIOR TO FINAL RFP RELEASE] (INSERT DATE). See FAR 52.215-1, which describes the treatment of late submission, modification, revision, and withdrawal of proposals. It is the responsibility of the Offeror, prior to the proposal due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the "IIPS User Guide For Contractors." In addition to the official electronic proposal submitted through IIPS, this solicitation requires Offerors to submit 10 written copies of the Volume I, II, and III proposal and THREE copies of the Volume I, II, and III proposal on a flash drive or CD. Written and flash drive/CD proposals shall be submitted to the following address:

Steve Sandager
Contracting Officer
Department of Energy
NNSA Service Center
Office of Business Services
Pennsylvania & H Streets
Kirtland AFB East
Albuquerque, NM, 87116

(4) Solicitation Questions/Comments and Proposal Response (Submission) Information. Reference the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>.

(5) Overall Arrangement of Proposal.

Proposals, including any from subcontractors, affiliates and all teaming or other contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. The Government will consider how well the Offeror complies with all solicitation instructions. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. Proposal files are to be formatted in the following applications: Adobe Acrobat 5.0 (PDF) or higher, Word 2000 or higher, Excel 2000 or higher (for Volume III), or PowerPoint 2000 or higher.

(i) The overall proposal shall consist of three volumes. Each volume must be submitted as a separate file. Multiple electronic files (each file limited to 75MB) may be submitted for each volume; however, each file must clearly identify the volume to which it relates. References to another part or section within the same volume of the proposal may be appropriate in order to avoid duplication of detailed information. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed only in the Cost Volume, unless otherwise specified. Page limitations, if any, for each volume are specified below.

REVISED DRAFT RFP

The proposal shall be submitted as follows:

<u>Proposal Volume</u>	<u>Title</u>	<u>Page Limit</u>
Volume I	Offer and Other Documents	No page limit
Volume II	Technical and Management Information	100 pages (Sample Delivery Order Mobilization Plan NTE 50 pages out of the total 100 pages)
Volume III	Cost Proposal	No page limit

(ii) Each volume designated above, is to be submitted individually according to the instructions detailed in the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. Subcontractors submitting proprietary cost information may register in IIPS and submit their information separately identifying in the subject line, the solicitation number and to whom they are a subcontractor; or they may provide a password protected document (file) to the Prime Contractor and share the password with the Contracting Officer. Regardless of the method chosen, the subcontractor's proposal must adhere to the proposal due date/time stated in the solicitation.

(iii) Signed Originals. Submission of electronic proposals via IIPS will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the forms (e.g., Standard Form 26 or 33). Offerors are advised that the submission of proposals in an electronic format via IIPS is required.

(6) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(7) Page Description.

(i) Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in paragraph (ii) below can be used for this information, however, other text reductions are unacceptable.

(ii) With the exception of headers and footers, spreadsheet, charts, tables, diagrams or design drawings, graphs, tables and spreadsheets throughout the proposal, the text shall be 12 point (or larger), single-spaced, using a Courier, Geneva, Arial or Universal font type. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions." Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(iii) Proposals will only be read and evaluated up to the page limitations, if any. Page counting will begin with the first page of each volume of the proposal. No material may be incorporated by reference across Proposal Volumes as a means to circumvent the page limitation.

REVISED DRAFT RFP

(8) Page Count Exceptions. Every page of each volume shall be counted towards the page limitation for the respective volume, including attachments, appendices and annexes, except for the following:

- (i) Table of Contents,
- (ii) Title Pages,
- (iii) Glossary, and
- (iv) Past Performance Information Form

(9) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.

(10) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

(11) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the government's requirements. If you feel any part of the solicitation contains an error or omission, contact the Contracting Officer and Contract Specialist via email address: DICCECompetitionHelp@doeal.gov to obtain clarification. The Contracting Officer and Contract Specialist are the sole points of contact for this procurement. To preclude unnecessary work and to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the Contracting Officer.

(12) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment issued by the Contracting Officer.

(13) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an offeror possesses any capability unless such a capability is described in the proposal.

(14) Alternate Proposals. Alternate proposals will not be accepted.

(15) Contractor Team Arrangements. "Contractor team arrangement" is defined in Federal Acquisition Regulation 9.601. Offerors shall provide full and complete information on each of the participating firms, including subcontractors, with particular emphasis placed on the ability of each member of the Offeror team to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Address each team member's role and responsibilities in this effort.

(16) Reading Rooms. A reading room containing documents applicable to this acquisition is located at NNSA's Website: <http://www.doeal.gov/dicce/>.

(17) Independent Protest Review. Offerors are notified that in the event of a protest, interested parties may request an independent review of their protest to the agency at a level above the Contracting Officer. This independent review is available:

- (i) as an alternative to consideration by the Contracting Officer of a protest; or
- (ii) as an appeal of the Contracting Officer's decision on a protest. Designation of the officials conducting this independent review shall be determined by the agency. Reference FAR 52.233-2, Service of Protest.

L002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I--OFFER AND OTHER DOCUMENTS (FEB 2005) (TAILORED)

Volume I, Offer and Other Documents, consists of the offer to enter into a contract to perform the desired work and includes the items identified in the following paragraphs in the order listed.

(a) Standard Form 33, Solicitation, Offer, and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents.

(b) Representations and Certifications. Representations, certifications, exhibits and other statements of offerors (Part IV -- Section K of the solicitation), shall be fully executed by an authorized representative of the Offeror.

(c) Exceptions and Deviations. Describe any exception(s) or deviation(s), if any, the Offeror has taken to the solicitation terms and conditions as well as the benefit of such exceptions/deviations to the Government. Any exceptions or deviations to the terms of the proposed contract may make the offer unacceptable for award without discussions.

(d) Additional Information.

(i) If the address shown on the Standard Form 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government; and

(ii) Cognizant Agency Indirect Rate negotiation (see Clause L019); and

(iii) Names, titles, telephone numbers, and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.

L003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II--TECHNICAL AND MANAGEMENT INFORMATION (FEB 2005) (TAILORED)

(A) General: In order for the proposal to be evaluated strictly on the merit of the material submitted, no contractual cost or pricing information shall be included in this volume of your proposal.

(B) The Offeror shall provide the following information for the Technical and Management portion of the proposal:

(a) Criterion 1- Corporate Capability. Primarily using its corporate experience, and any other information it deems appropriate, the Offeror shall describe its capability to perform design and construction projects in foreign countries in the following areas:

(1) Integrating the efforts of multiple public and private entities, both domestic and foreign, in carrying out international design and construction projects;

(2) Managing unique issues including remote sites, lack of infrastructure, accommodating ongoing site operations, changing requirements, and cultural/language-related barriers that arise in international working environments;

(3) Soliciting and managing foreign subcontracts; and

(4) Providing communications software and hardware components for site installations.

REVISED DRAFT RFP

(b) Criterion 2 - Key Personnel and Oral Presentations

(1) The Offeror shall propose Key Personnel that are U.S. citizens. The key personnel positions are: Core Program Manager, Megaports Program Manager, Communications Manager and Contracts Manager. For each key person proposed provide a resume that describes the key individual's chronological work history, education, and professional credentials that are relevant to the individual's proposed position. Also address the following information in each resume as applicable:

(i) Describe the Core Program Manager's program management and leadership experience, including the implementation of technical design and construction projects. Include any experience with in-country management of international projects and large-scale transportation facilities, such as airports.

(ii) Describe the Megaports Program Manager's program management and leadership experience, including the implementation of technical design and construction projects. Include any experience with in-country management of international projects and large-scale maritime transportation facilities, such as ports.

(iii) Describe the Communications Manager's hardware, software, and systems design and development experience with an emphasis on communications. Include any experience in a management role.

(iv) Describe the Contracts Manager's contract management experience. Include any experience in contracting with the US Government, foreign governments and companies, and managing complex international contracts or subcontracts.

(2) Key Personnel Letters of Commitment. The Offeror must submit letters of commitment for all of its proposed Key Personnel to accept employment with the Offeror and remain committed to this contract for at least two years at an agreed upon salary and benefit package.

(3) Oral Presentation. The Offeror's Key Personnel shall prepare an oral presentation on their response to a technical/managerial problem. The problem will be representative of the activities required under the Statement of Work. Each Offeror will be requested to respond to the same problem. Each of the Key Personnel will also be asked to respond to a question from the SET that is related to his/her position. The procedures to be used in this oral presentation are more fully described in Section L provision entitled "Proposal Preparation Instructions - Oral Presentations."

(c) Criterion 3 - Program Management. The Offeror shall describe its program management approach to designing and constructing Core and Megaport installations addressing the following elements:

(1) Organizational structure of the Offeror's "contractor team arrangement" (as defined in FAR 9.601) covering the relationships, roles and responsibilities of each team member and major subcontractor. Include a detailed organizational chart identifying key functions, organizational relationships of team members and major subcontractors, accountability, and the lines of authority;

(2) Deployment of qualified and culturally sensitive personnel to multiple international locations. Use Section L Attachment 5, which provides a sample deployment schedule.

(d) Criterion 4 - Sample Delivery Order (Sample Mobilization Plan). The Offeror shall develop a sample delivery order country mobilization plan in accordance with the instructions at Section L, Attachment 2 entitled, "Sample Delivery Order Mobilization Plan."

(e) Criterion 5 - Past Performance. The Offeror shall submit information on past performance requested herein. "Offeror" includes the prime contractor, subcontractors, and in the case of

REVISED DRAFT RFP

a "contractor team arrangement" (as defined in Federal Acquisition Regulation 9.601), each team member.

(1) The Offeror shall submit a completed Past Performance Information Form (PPIF), Section L Attachment 4 entitled "Past Performance Information Form," for no more than three (3) separate contracts (\$10 million value or more per contract) performed by each proposed team member in the last five years. If a team member is a small business concern and has no contract over \$10 million in value, then it shall submit its most relevant contracts that are similar in nature and complexity to the scope of work that is to be performed by the small business team member. For each contract submitted, the Offeror shall have had two years or more of performance. For each of the contracts, the Offeror shall describe in the PPIF why work is relevant (similar in nature and complexity) to the scope of work that is to be performed by the team member under the Contract Statement of Work [see block 12 of the PPIF]. For each of the contracts, the Offeror shall also describe in the PPIF how the work is related to the experience cited in response to Criterion 1, Corporate Capability.

(2) The Offeror shall provide copies with each of the PPIFs of any award fee determinations, contractor past performance reports, or other documentation that reflects the formal performance assessments of the Offeror by its customer. Offerors are encouraged, but not required, to submit advance copies of the completed PPIFs fourteen (14) calendar days prior to the date for receipt of proposals.

(3) The Government may contact the technical and/or contracting point of contact (Blocks 9a and 9b) provided in the PPIF. The Offeror shall advise these individuals prior to submittal of its proposal that the Government may be contacting them in order to complete a Past Performance Questionnaire. It is to the Offeror's benefit to ensure the participation of these points of contact.

L003.1 PROPOSAL PREPARATION INSTRUCTIONS - ORAL PRESENTATIONS (AUG 2006)

(a) Format. Each Offeror will conduct an oral presentation for the Source Evaluation Team (SET). Following an introduction by the SET, an individual from each of the Offeror's team members may make introductory remarks, and the Offeror's key personnel will introduce themselves. The SET will then submit a written problem to the Offeror's Key Personnel. The Key Personnel will develop and present their problem solution to the SET. Following a lunch break, each of the Key Personnel will respond to a question from the SET that is related to his/her position (time allotted: 15 minutes per individual). The oral presentations will conclude with closing remarks from the Offeror's team. The agenda and schedule for oral presentations are given in the table that follows.

ORAL PRESENTATION SCHEDULE

SCHEDULE		ACTIVITY
8:00 a.m.	8:15 a.m.	NNSA Introductions and Instructions
8:15 a.m.	8:50 a.m.	Offeror Opening Remarks and Key Personnel Introductions
8:50 a.m.	10:00 a.m.	Written Problem Presentation and Key Personnel Solution Preparation
10:00 a.m.	10:45 a.m.	Problem Solution Presentation by Key Personnel
10:45 a.m.	12:15 p.m.	Lunch Break
12:15 p.m.	12:25 p.m.	NNSA Instructions Regarding Key Personnel Questions
12:25 p.m.	1:25 p.m.	Questions & Answers from Key Personnel
1:25 p.m.	1:45 p.m.	Offeror Closing Remarks

(b) Scheduling and Conduct of Oral Presentations.

REVISED DRAFT RFP

(1) Scheduling. The SET will randomly schedule the oral presentations, notifying each Offeror within two weeks after the proposal due date of the time, date, location, and other instructions related to its oral presentation. Oral presentations will commence approximately four weeks after the proposal due date. The SET may hold oral presentations prior to the above timeline or reschedule an Offeror's presentation. The SET will not consider a request from an Offeror to reschedule its session, except under extenuating circumstances, e.g., personal sickness or emergency.

(2) Location. Oral presentations will be held at the Aerospace Center located at 910 D St. SW Washington D.C. 20024. The Aerospace Center facility is a leased facility occupied by employees of Pacific Northwest National Laboratory, an SLD participating laboratory. After receiving its oral presentation schedule notice from the SET, an Offeror may arrange to view the facility in preparation for its presentation by contacting Erin Mark at (202) 586-7588 or by e-mail to Erin.Mark@nnsa.doe.gov. The Contracting Officer reserves the right to change the location of the oral presentations at his discretion.

(3) Attendees. In addition to the Offeror's four key personnel, one individual from each of the Offeror's team members may attend the oral presentation.

(4) Presenters. Each of the Offeror's proposed Key Personnel shall participate in preparation and presentation of the Offeror's problem solution. Only the Offeror's key personnel may prepare and present the problem solution.

(c) Presentation Materials/Equipment. The NNSA will provide a computer and projector for the Offeror's optional use during the introductory remarks segment only. NNSA will provide an overhead projector and blank overhead slides, blank flip-chart paper, easels, writing tablets, and index cards for the Offeror's use in preparing and presenting its problem solution. The Key Personnel shall not access any presentation or reference material, including the written proposal or electronic equipment (e.g., Blackberry, cell phones, PDAs, laptops and/or computers) when preparing and presenting the problem solution. In preparing and presenting the problem solution, the Offeror's Key Personnel shall have no contact with anyone other than the Government's participants in the oral presentation. All presentation materials used by the Key Personnel in presenting the problem solution will be retained by NNSA.

(d) Video Recording. NNSA will make a video recording of the oral presentation. A copy of the video recording will be provided to the Offeror.

(e) Exchanges With Offerors. The SET will only ask questions during the oral presentations if clarification is required (e.g., unfamiliar words or terms, or to request that the speaker repeat something that was not heard clearly).

(f) The oral presentation will not constitute a part of the offer in Volume I. The oral presentation will not constitute "discussions" as defined in FAR 15.306(d), nor will it obligate the Government to conduct discussions, or to request proposal revisions. If the Government decides to conduct discussions, the oral presentations will not be discussed.

L004 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (FEB 2005) (TAILORED)

(a) Information other than cost or pricing data is required to determine if proposed Sample Delivery Order costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data.

(b) Submission Format - The cost proposal consists of the Offeror's estimated price to perform the Sample Delivery Order as set forth in the solicitation and must be prepared in a manner that is current, accurate, and complete. The Offeror's cost proposal must adequately address each proposed

REVISED DRAFT RFP

cost element and the level of cost detail required per these instructions. The cost proposal must be mathematically correct and structured in a logical manner. All spreadsheets and exhibits, including those submitted by team members and other subcontractors, shall be submitted in Microsoft EXCEL format with formulas intact. The Offeror shall provide summary level cost information using the illustrative Microsoft EXCEL Sample Tables provided in Section L, Attachment 3, or equivalent. Propose all costs in accordance with your established accounting and estimating practices. Supporting narratives and other information may be submitted in Microsoft WORD or Adobe Acrobat.

(c) Contractor Team Arrangements and Subcontractors - If a contractor team arrangement (as defined in FAR 9.601) is proposed, the Offeror must provide a copy of these instructions to all proposed team members and subcontractors. All team member and subcontractor proposals must be received by the date/time specified in the solicitation. If proposed team members or subcontractors have cost data that they consider to be proprietary, then separate proposals may be sent directly to the Contracting Officer in accordance with the solicitation's submission instructions. The Offeror must clearly identify by cost element the portion of the cost proposal that pertains to each team member and subcontractor. In addition, the Offeror, including each team member and subcontractor must provide separate proposal cover sheets, exhibits, summary schedules and supporting cost information in the same format and level of detail as required of the Offeror under these cost instructions.

(d) Narrative Support - The Offeror shall provide narrative support sufficient to explain the development of the proposed costs. In accordance with the solicitation requirements, the narrative support rationale should include the estimating methodologies used and the basis of the data provided in support of the proposed costs.

(e) Reasonableness and Realism - Note that unrealistically low or high proposed costs or prices may result in a proposal being eliminated from consideration. Cost proposals should be sufficiently detailed to demonstrate reasonableness and realism. If estimated costs to perform the proposed effort have been decreased due to a management decision, provide complete rationale and a summary of the reduction by cost element. The burden of proof for credibility of proposed cost/price rests with the Offeror.

(f) Proposal Cover Sheet - The Offeror shall provide a proposal cover sheet that includes the following information:

(1) Company name, division, address, telephone number, and the name, telephone number, and e-mail address of a primary point of contact.

(2) The solicitation number, proposal date, and the total proposed Sample Delivery Order cost, fee, and total price.

(3) Name, title and signature of person authorized to commit the firm.

(4) Name, address, and phone number of the Government audit office and contract administrative office for the Offeror.

(5) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.

(6) A statement granting the Contracting Officer or an authorized representative the right to examine, for the purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposed costs at any time prior to contract award.

(7) A statement identifying whether your organization is subject to the Cost Accounting Standards (CAS) and the current status of your Disclosure Statement. State whether you have been

REVISED DRAFT RFP

notified that you are or may be in noncompliance with your Disclosure Statement or CAS and, if yes, provide an explanation. State whether any aspect of this proposal is inconsistent with your disclosed accounting practices or applicable CAS and, if so, provide an explanation.

(g) Sample Delivery Order Period of Performance - The Sample Delivery Order period of performance is a maximum of 24 months. For cost proposal purposes, assume a January 1, 2007 start date.

(h) Sample Delivery Order Cost Proposal - Offerors are advised to refer to Section L, Attachment 2, "Sample Delivery Order Mobilization Plan" for additional information. All costs associated with the Sample Delivery Order's in-country subcontract construction effort, which includes site-specific construction, equipment and in-country equipment logistics, design, installation, and related engineering effort, are assumed to be covered under the baseline estimates provided by the government under paragraph L-6(i)(7). The Offeror shall provide an estimate for all other Sample Delivery Order Mobilization Plan project costs, including burdens and fee applicable to the in-country construction effort, in accordance with the Sample Delivery Order Mobilization Plan. State your assumptions and be sure not to inadvertently duplicate or omit costs.

(i) Cost Summary - Provide a Sample Delivery Order cost summary broken down by major cost element by Contractor Fiscal Year (CFY) (Section L, Attachment 3, Table 1). The Offeror must also provide a summary schedule showing proposed costs for each installation site by major cost element (Section L, Attachment 3, Table 1a). For each cost element proposed, provide supporting schedules and information in accordance with the following instructions. All supporting cost schedules and exhibits must track to the Sample Delivery Order cost summary.

(1) Direct Labor Hours: Provide a time-phased labor hour staffing plan by individual and/or by labor category. Show how the total quantity and mix of labor was estimated. Discuss the basis of estimate to support the proposed hours. Overtime hours, if proposed, must be separately identified and the rationale fully explained. Disclose the total number of direct productive labor hours (DPLH) estimated per year for one full time equivalent (FTE) employee. Show how your DPLH is calculated by identifying the number of annual hours estimated for each type of non-productive time such as vacation, holiday, sick leave, administrative leave, and other types of non-direct charged activities in accordance with your current compensation policies.

(2) Direct Labor Rates: Identify base (unburdened) labor rates by CFY for each named individual or by labor category, and the source of the rates (e.g., Forward Pricing Rate Agreement, bidding rates, current actual rates, average category rates, compensation or salary surveys). Separately identify and explain any salary premiums applied to the base salaries for work performed in the specified Sample Delivery Order locations. If labor escalation is applied, identify the escalation factor(s) and show how the escalation is applied to the base labor rates to arrive at the proposed escalated rates.

(3) Indirect Rates: Show the proposed rates by CFY for all applicable burdens. Identify the application base for each burden rate, and provide documentation regarding the basis for the proposed rates/factors (i.e., Forward Pricing Rate Agreement, bidding rates, historical experience, and prior DCAA audits).

(4) Direct Materials and Equipment: For Sample Delivery Order estimating purposes, assume that all construction materials and equipment (including utility panels, cameras, servers, computers, and other peripheral equipment) are either government furnished or included in the baseline in-country subcontract construction cost estimate as shown in L004 (i)(7).

(5) Direct Travel: Provide a summary schedule detailing all travel costs by CFY. Describe the purpose of the travel and show destinations, duration of travel, number of travelers, number of trips, airfare, per diem, car rental, and miscellaneous expenses (Section L, Attachment 3, Table 2). If escalation is applied, show computations and provide justification for the proposed escalation factors. For Sample Delivery Order estimating purposes, offerors should also plan to spend at least 3 days at the

REVISED DRAFT RFP

designated Megaport installation site, 3 days at the Airport installation site, and 1 day at each Vehicle Crossing site to conduct a pre-construction site visit and engineering survey.

(6) Other Direct Costs (ODC): Provide a summary schedule detailing any other direct cost item not covered elsewhere (e.g. shipping, warehousing, communications, in-country storage, interpretation and translation services, permits, visas, miscellaneous subcontracts, supplies, and materials). Identify each ODC item proposed and explain the basis for the estimated cost. If escalation is applied, show computations and provide justification for the proposed escalation factors. For Sample Delivery Order estimating purposes, assume the following quantities:

(i) The Offeror shall be responsible for shipping a total of 40 metric tons of government furnished property between Warren, Michigan and the Offeror's proposed warehousing/storage location(s) that will be used to support the Romanian deployment. Note: The cost of all in-country equipment transfers to the specific installation sites within Romania will be the responsibility of the in-country construction contractor and is assumed to be included in the baseline estimate.

(ii) The average word count for the project deliverables that will need to be translated into the host country language is approximately 7,500 words per installation site.

(iii) Approximately 175 square meters (m2) of warehouse space will be required for staging all of the radiation detection portal monitoring, communications, and peripheral equipment prior to installation.

(7) Baseline In-country Subcontract Construction Estimates: Due to the many uncertainties surrounding the actual SLD scope of work in Romania, Offerors shall use the following assumptions and cost estimates for pricing the in-country subcontract construction effort:

Installation Site	Type Installation	Baseline In-Country Subk Construction Estimate	Estimated Construction Period
Constanta	Megaport	\$1,300,000	12 months
Bucharest	Airport	\$430,000	4 months
Giurgiu River Port	Vehicle	\$140,000	3 months
Nadlac	Vehicle	\$140,000	3 months
Orsova River Port	Vehicle	\$140,000	3 months
Stanca-Costesti	Vehicle	\$140,000	3 months
Total Baseline In-Country Subcontract Construction Cost Estimate		\$2,290,000	

(8) Cost of Money: Cost of Money is an allowable cost if proposed in accordance with FAR 31.205-10. Identify each proposed Cost of Money factor by CFY and show how the proposed amounts are calculated. Provide a statement if you elect not to propose Cost of Money.

(9) Fee: Identify the proposed fee amount as a separate line item by CFY. The Offeror's proposed Sample Delivery Order fee rate, expressed as a percentage of total costs (excluding facilities capital cost of money), will be incorporated into contract clause B005 and will represent the ceiling rate of fee allowable on delivery orders awarded under this contract. Although not required, the Offeror is encouraged to explain the rationale for the proposed fee.

REVISED DRAFT RFP

(10) Accounting System - Provide a general description and information about your accounting system. Indicate whether your accounting system is acceptable for government contract costing purposes. State if your accounting system has been reviewed and approved by a government agency. Identify the approving agency, the scope of review, and the date of approval. Disclose and fully explain any outstanding accounting system deficiencies cited by the government or independent auditors. If applicable, describe the nature of the deficiency and status of corrective actions.

(11) Company Compensation Policies - Briefly describe your company's compensation policies relating to annual salary adjustments, bonuses, fringe benefits, international hardship, hazard duty pay, relocation, overtime, or other types of salary premiums.

(12) Other Financial Information - Provide audited financial statements for the last completed fiscal year and for all quarters reported in the current fiscal year. If audited financial statements were not prepared during the prior year, provide comparable financial information such as a compilation or other review performed by an independent auditor. Describe the financial impact of this project on your organization. Describe your financial plan to provide working capital and disclose any known contingency, limitation, or condition affecting the availability of funds for this project.

L010 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (FEB 2005) (TAILORED)

This acquisition is set-aside for exclusive small business participation. The size standard for this solicitation is \$31 million and the North American Industry Classification System (NAICS) code is 237990.

L013 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (FEB 2005)

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L019 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (FEB 2005) (TAILORED)

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES ____, answer paragraph b. below
NO ____, answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

Name	Address
_____	_____

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

Name	Telephone No.
_____	_____

(c) Provide the following information:

REVISED DRAFT RFP

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name	Address
_____	_____

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name	Telephone No.
_____	_____

L020 TECHNICAL DATA (FEB 2005)

Offerors must advise in their proposal whether it has delivered, or is obligated to deliver to the Government under any contract or subcontract, the same or similar technical data as included in this offer. The contract or subcontract number, agency name, and place and date of delivery must be provided.

L021 INTERNET SITES (FEB 2005) (TAILORED)

Essential Internet sites for preparing and submitting proposals can be found at the URLs listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: [http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open Document](http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open+Document)

DOE Orders and Directives: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide For Contractors: <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>

NNSA Service Center's DICCE Acquisition Website: <http://www.doeal.gov/dicce/>

L027 SECTION L ATTACHMENTS (AUG 2006)

DOCUMENT	PAGES	TITLE
Attachment 1	1	Intention to Propose Notification
Attachment 2	4	Sample Delivery Order Mobilization Plan
Attachment 3	3*	Cost Proposal Tables 1, 1A, 2
Attachment 4	4	Past Performance Information Form
Attachment 5	1	Sample 12-Month Schedule of Deployment Requirements

*Legal size pages

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

M001 EVALUATION OF PROPOSALS (FEB 2005) (TAILORED)

(a) This acquisition will be conducted using the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. A Source Evaluation Team (SET) will evaluate proposals using the criteria in this Section M. The Source Selection Authority (SSA) will select one or more Offerors for contract award using the best value analysis described in Section M002.

(b) The instructions set forth in Section L are designed to provide guidance to the Offeror concerning documentation that will be evaluated by the SET. The Offeror must furnish adequate and specific information in its response. A proposal will be eliminated from further consideration if the Offeror cannot demonstrate that it meets the Qualification Criterion set forth in Section M003 or if the proposal is so grossly and obviously deficient that it is deemed unacceptable. For example, a proposal will be deemed unacceptable if it does not represent a reasonable effort to address the essential requirements of the solicitation or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) the proposal will not be considered for further evaluation under this solicitation.

(c) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines discussions to be necessary. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting Contract may make the offer unacceptable for award without discussions. If an offeror proposes exceptions to the terms and conditions of the Contract, the Government may make an award without discussions to another offeror that did not take exception to the terms and conditions of the Contract.

(d) Prior to selection for award by the SSA, the Contracting Officer will make a finding whether any possible Organizational Conflict of Interest (OCI) exists with respect to each apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this finding, the Contracting Officer will consider the Offeror's representation and disclosure statement required by the Contract's Section K provision entitled DEAR 952.209-8 "Organizational Conflicts Of Interest Disclosure-Advisory And Assistance Services." Subparagraph (c)(1) of DEAR 952.209-8 "Organizational Conflicts Of Interest Disclosure-Advisory And Assistance Services" requires a statement, if applicable, from the Offeror of any past, present, or currently planned financial, contractual, organizational, or other interests relating to the statement of work. The Offeror should note that paragraph (c)(1) requires that the Offeror provide enough information in the statement to allow a meaningful evaluation by the Government of the potential effect of the interest on the performance of the statement of work. For any actual or significant potential organizational conflict of interest, the Offeror shall also submit a plan of actions/activities to avoid, neutralize, or mitigate such conflict. An award will be made if there is no OCI or if any OCI can be appropriately avoided, neutralized, or mitigated.

(e) The Government will review all past performance information submitted by the Offeror. The Government may also contact the individuals identified in the Past Performance Information Forms. The Government may contact sources other than those identified by the Offeror. The Government may also obtain relevant past performance information from Federal Government sources.

REVISED DRAFT RFP

M002 BASIS OF CONTRACT AWARD (FEB 2005) (TAILORED)

The Government intends to award one or more contracts to the responsible Offeror(s) whose proposal(s) is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating the strengths and weaknesses of each Offeror's proposal against the evaluation criteria described below. In determining the best value to the Government, the Technical and Management Evaluation Criteria are significantly more important than the evaluated cost. The Government is more concerned with obtaining a superior Technical and Management proposal than making an award at the lowest evaluated cost. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one technical and management proposal over another. Thus, to the extent that Offerors' technical and management proposals are evaluated as close or similar in merit, the evaluated cost is more likely to be a determining factor.

M003 QUALIFICATION CRITERION (AUG 2006)

The Offeror shall certify that the prime contractor has international construction experience within the last five years in at least four countries (excluding the United States and Canada) with each in-country contract valued at a minimum of two (2) million dollars. A proposal will be eliminated from further consideration if the Offeror cannot provide this certification and a "Statement of Qualifications" that it meets this Qualification Criterion. The Offeror shall make this certification in accordance with Section K004, Qualification Certification.

M008 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA (AUG 2006)

(a) Technical and Management Criteria

The Technical and Management Criteria in Section M009 will be point scored as described below:

Evaluation Criteria	Maximim Point Score
Criterion 1. Corporate Capability	250
Criterion 2. Key Personnel & Oral Presentations	250
Criterion 3. Program Management	200
Criterion 4. Sample Delivery Order (Sample Mobilization Plan)	200
Criterion 5. Past Performance	100
Total	1,000

(b) Cost Criterion

The Cost Criterion in Section M010 will not be point scored and is significantly less important than the Technical and Management Criteria; however price is a substantial factor in source selection.

M009 TECHNICAL AND MANAGEMENT CRITERIA (AUG 2006)

The individual indicators that comprise the following technical criteria are not listed in order of importance and will not be individually weighted, but rather will be considered as a whole in developing an overall point score for each criterion. The individual indicators are not subfactors as used in FAR 15.304.

(a) Criterion 1. Corporate Capability. The Government will evaluate and assess the Offeror's Corporate Capability to:

- (1) integrate the efforts of multiple entities to carry out international design and construction projects;
- (2) work effectively with diverse host governments and overcome unique issues that arise in adverse international working environments;
- (3) identify, solicit and manage qualified foreign subcontractors to ensure that quality work is carried out on schedule and within budget; and
- (4) provide reliable and easily maintained communication software and hardware for deployment in a range of environments.

(b) Criterion 2. Key Personnel and Oral Presentations.

(1) The Government will evaluate and assess the capability and leadership of each Key Person based on resumes and participation in the oral presentation for the proposed position.

(2) The Government will evaluate and assess the response of the Offeror's key personnel to a technical/managerial problem in demonstrating their understanding of the challenges created in the problem, their consistency with the Offeror's written proposal, and their approach to dealing with the problem as an integrated management team.

(3) Failure to submit the foregoing required letters of commitment may result in the Key Person not being evaluated and may be considered a weakness or deficiency for this criterion.

(c) Criterion 3. Program Management. The Government will evaluate and assess the Offeror's program management to consider the extent to which the Offeror demonstrates:

- (1) efficient lines of authority and organizational accountability suitable for the management of the work, and the ability to function as a well integrated and seamless business unit; and
- (2) the capacity to swiftly deploy qualified and culturally sensitive personnel to multiple international locations.

(d) Criterion 4. Sample Delivery Order (Sample Mobilization Plan). The Government will evaluate the merits of the Offeror's sample country mobilization plan, considering aspects such as the feasibility of the Offeror's approach; the degree to which it could be expected to meet performance and schedule requirements; and the Offeror's identification of and mitigation of risks.

(e) Criterion 5. Past Performance. The Government will evaluate and assess the Offeror's past performance information submitted by the Offeror, or relevant past performance information that the

Government obtained from other sources, to determine the degree to which the past performance demonstrates the Offeror's ability to successfully perform the Statement of Work. In the case of an Offeror without a record of relevant past performance or for whom information on relevant past performance is not available, the Offeror will be evaluated neither favorably nor unfavorably on past performance.

M010 COST EVALUATION CRITERIA (AUG 2006)

The Government will evaluate the Offeror's proposed cost plus fee for the Sample Delivery Order as being representative of the Offeror's price to perform the total contract. The Offeror's cost proposal will not be point scored, but will be used in determining the best value to the Government in accordance with Section M002, Basis for Contract Award. The Government will evaluate the Offeror's cost proposal to determine cost reasonableness and realism. Pursuant to FAR 15.404, the following will be evaluated:

a. Reasonableness. The total price proposed for the Sample Delivery Order, including the baseline in-country subcontract estimate, and fee, will be used to evaluate price reasonableness. The cost proposal may be evaluated for price reasonableness using any of the cost or price analysis techniques specified in FAR 15.404-1.

b. Realism. The total cost proposed for the Sample Delivery Order will be evaluated for cost realism in accordance with FAR 15.404-1(d). An unrealistic cost proposal or inconsistencies between the Offeror's cost and technical proposals may affect the Government's rating of the Offeror's technical proposal. Cost realism analysis will be used to establish each Offeror's total probable cost for the best value determination. For purposes of this evaluation, the total probable cost includes the Offeror's evaluated costs, the baseline amounts established for the in-country subcontract effort, and fee.